

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE:

CASE NO. 3:13-bk-06908-JAF

Mills M. Brinson, III
and Mona G. Brinson,

Debtors..

AMENDED NOTICE OF INTENTION TO SELL
PROPERTY OF THE ESTATE

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within 21 days from the date of service of this paper. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 300 North Hogan St., Suite 3-350, Jacksonville, FL 32202, and serve a copy on the movant or movant's attorney, Robert Altman, P.O. Box 922, Palatka, FL 32178-0922.

If you file and serve an objection within the time permitted, the court will schedule a hearing and you be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

AMENDED NOTICE IS HEREBY GIVEN that the trustee intends to sell the following property, under the terms and conditions set forth below.

1. Description of property:

Bankruptcy estate's interest in the following property:

Real property situate in Marion County, Florida more particularly described as follows:

The South 50.18 feet of the West 84.78 feet of Lot 3, Block 55, Old Survey of Ocala, Florida, according to the map or plat thereof as recorded in Plat Book E, Pages 1 and 2, Public Records of Marion County, Florida.

Commence 17.00 feet West of the Southeast corner of Lot 3, Block 55, thence run North 50.18 feet, West 17.22 feet, South 50.18 feet and East 17.22 feet to the Point of Beginning, Old Survey of Ocala, Florida, according to the map or plat thereof as recorded in Plat Book E, Pages 1 and 2, Public Records of Marion County, Florida.

The property appraiser values the property at \$185,152.00 and the bankruptcy estate's interest is one-half, which is being sold as is, where is, and subject to all matters of record.

2. Manner of Sale: Private (x)* Public Auction ()

3. Terms of Sale:

The previously filed Notice of Intent to Sell (Doc. No. 17) contained a scrivener's error in the purchase price. The trustee shall sell the property referenced above to Ritter Enterprises of Central Florida, Inc. (the other ½ interest owner) for the total price of \$87,500.00, and pursuant to the terms of the attached Commercial Contract. At closing payment to the trustee shall be in the form of cashier's check or wire transfer and payable to Robert Altman, Trustee, and mailed to P.O. Box 922, Palatka, FL 32178-0922. The trustee believes this sale to be in the best interest of the estate. The trustee does not anticipate any major tax consequence to this sale and a trustee's deed will be issued.

4. The trustee reserves the right, without penalty, to withdraw this offer of sale at any time. This sale will not become final until after the expiration of the 21 day objection period set forth above/or a favorable disposition of any objections to the sale. The trustee, until the expiration of the time within which parties may object to the proposed sale, will entertain any higher bids of the purchase of the asset(s) being sold. Any higher bid must be accompanied by a deposit of twenty percent (20%) of the proposed higher purchase price. Any higher bid must be received by the trustee at the address listed below no later than twenty-one (21) days from the date of this notice. Should a higher bid be received, the trustee will conduct a telephone auction between the original purchaser named in this notice and the additional bidder(s) at the earliest reasonable time.

DATE: 2-11-2014

ROBERT ALTMAN, P.A.

/s/ Robert Altman

Robert Altman, Trustee
Florida Bar No. 346861
P.O. Box 922
Palatka, FL 32178-0922
(386) 325-4691
(386) 325-9765 Facsimile

Commercial Contract
Florida Realtors®

1. PARTIES AND PROPERTY: Ritter Enterprises of Central Florida, Inc., or assigns ("Buyer")

agrees to buy and Robert Altman, Chapter 7 Trustee of the Bankruptcy Estate of Mills M. Brinson, III and Mona G. Brinson ("Seller")

agrees to sell the property as: Street Address: _____

53 South Magnolia Avenue, Ocala, Florida 34471

Legal Description: One-Half interest in the following: The S 50.18' of the W 84.78' of Lot 3, Block 55, Old Survey of Ocala, Plat Book E,

Pages 1 and 2. Commence 17' W of the SE corner of Lt 3, Block 55; thence N 58.18', W 17.22', S 50.18' and E 17.22' to the POB, Except 1.20'

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 87,500.00

(a) Deposit held in escrow by Advantage Title, LLC \$ 500.00

("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 230 NE 25th Avenue, Suite 100, Ocala, FL Phone: 352-387-3800

(b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ 87,000.00

(e) Other _____ \$ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ _____

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before February 14, 2014, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on or before 45 days from accept (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer SA and Seller MA acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in Marion County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within 2 days (5 days if left blank) after Effective Date, Buyer will apply for third party
41* financing in an amount not to exceed 100 % of the purchase price or \$ 87,500.00, with a fixed interest rate
42* not to exceed 5.0 % per year with an initial variable interest rate not to exceed _____ %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of 30 years, and amortized over _____
44 years, with additional terms as follows:

45* _____
46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within 10 days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
65* deed ☒ other Trustee Deed, free of liens, easements and encumbrances of record or
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71* Property as _____

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. ~~Seller~~ will, at (check one) ☐ Seller's ☒ Buyer's expense and
74* within 5 days ☒ after Effective Date ☐ or at least _____ days before Closing Date deliver to Buyer (check one)
75* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the
78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79 Effective Date.
80* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and
84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89* Buyer  (____) and Seller  (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ____ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☐ (i.) **Seller** will, within ____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.



(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

Buyer  (____) and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
 144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
 146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
 147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
 148 materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent
 149 ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
 151 the norms where the Property is located.

152 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
 153 closing. ~~Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,~~
 154 ~~mailboxes, and security systems.~~



155 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
 156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
 157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
 158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
 160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
 161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
 162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
 163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
 164 documents, if applicable; assignments of leases, updated rent roll, tenant and lender estoppels letters; tenant
 165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
 166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
 167 ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
 168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
 169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
 170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
 171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
 172 financing statements.

173 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
 174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
 175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
 176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
 177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
 178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
 180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
 181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
 182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
 183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
 184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
 185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
 186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
 187 does not apply to condominium association special assessments.

188 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
 189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
 190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
 191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
 194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
 195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
 197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
 198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
 199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
 200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
 201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
 202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
 203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
 204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
 205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
 206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
 207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
 208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
 210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
 211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
 212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
 214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
 215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
 218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
 219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to **Broker** for the full amount of the
 220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
 222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
 223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
 224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
 225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
 226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
 227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
 228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
 230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable
 231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
 233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
 234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
 235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
 238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
 239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 **Buyer** () and **Seller** () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:



(a) Seller's Broker: N/A

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: N/A
 289 (Company Name) (Licensee)
 290*
 291 (Address, Telephone, Fax, E-mail)

292* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
 293* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
 294*

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 304 this Contract):

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

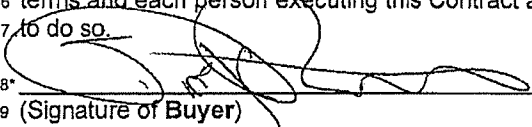
310* *Seller and Buyer agree to use the services of Advantage Title, LLC for the purpose of settlement and the*
 311* *issuance of an owner's title insurance policy.*

312*
 313* **For purposes of this Contract, the Effective Date shall be the end of the required time period from the*
 314* *Notice of Intention to Sell filed with the Bankruptcy Court, assuming no objections are filed. If objections*
 315* *are filed, the Effective Date shall be extended until any objections are resolved.*

316*
 317*
 318*
 319*
 320*
 321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
 327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
 329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
 330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
 331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
 332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
 335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
 336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
 337 to do so.

338* 
 339 (Signature of Buyer)

Date: 2/5/14

340* Scott R. Ritter
 341 (Typed or Printed Name of Buyer)

Tax ID No: 59-3753943

342* Title: President

Telephone: 352-427-1142

343* _____
 344 (Signature of Buyer)

Date: _____

345* _____
 346 (Typed or Printed Name of Buyer)

Tax ID No: _____


347* Title: _____

Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* 
 351 (Signature of Seller)

Date: 2-11-2014

352* ROBERT ALMAN, TRUSTEE
 353 (Typed or Printed Name of Seller)

Tax ID No: 61-6486582

354* Title: Chapter 7 Trustee

Telephone: 386-325-4691

355* _____
 356 (Signature of Seller)

Date: _____

357* _____
 358 (Typed or Printed Name of Seller)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

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